

89-29294

FIRST AMENDMENT OF DECLARATION OF STANDARDS, COVENANTS  
AND RESTRICTIONS FOR SADDLE RIDGE

THIS FIRST AMENDMENT, made this 23rd day of March,  
1989, by CROOKED STICK DEVELOPMENT CORPORATION, an Indiana  
corporation having its principal offices at 1717 W. 86th St.,  
#190, Indianapolis, Indiana  
("Developer"),

WITNESSETH THAT:

WHEREAS, Developer caused a certain Declaration of  
Standards, Covenants and Restrictions for Saddle Ridge to be  
executed on December 17, 1979 and recorded February 13, 1980, in  
the Office of the Recorder of Marion County, Indiana, as  
Instrument No. 80-09482 ("Declaration");

WHEREAS, at Section 13.01 of said Declaration, Developer  
reserved the right to unilaterally amend and revise said  
Declaration during the period prior to the assignment of the  
responsibility for administration thereof to the Saddle Ridge  
Homeowners Association, Inc. ("Association"); and

WHEREAS, Developer has not assigned the responsibility for  
administration of the Declaration to the Association; and

WHEREAS, Developer desires to amend the Declaration in the  
manner set forth below;

NOW, THEREFORE, Developer hereby amends the Declaration as  
follows:

1. Wherever used in this Declaration, including subsection  
1.02(m), the name of the "Planning Committee" is hereby changed  
to "Administrative and Architectural Review Committee."

2. Subsections 1.02(1) and 1.02(n) are hereby amended to  
read as follows:

"(1) 'Owner' means all of the individuals, firms,  
partnerships, corporations, estates, trusts, or other legal  
entities who shall collectively hold legal and equitable  
title to a Lot. In the event that the equitable title to a  
Lot shall be conveyed, then the transferees thereof shall be  
deemed to be the 'Owner' at such time as they shall be  
entitled to possession of the Lot.

(n) 'Plat' means the Plat recorded February 13, 1980,  
as Instrument No. 80-09482, in the Office of the Recorder of  
Marion County, Indiana."

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*Ante L. Conrad*  
MARION COUNTY AUDITOR

**FILED**

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ASSESSOR

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3. Developer shall have the right to create the Association by the adoption and filing of Articles of Incorporation and adoption of By-Laws at any time prior to December 31, 1989. At the option of Developer, Developer may defer until on or before December 31, 1989 the (a) assignment of responsibility for administration of the Association and administration of the standards, covenants and restrictions contained in the Declaration; (b) conveyance of Common Area to the Association; (c) construction and maintenance of the private Roads, maintenance of the Drainage System, maintenance of the Common Area, and maintenance of the Entry Way; and (d) calculation and collection of Assessments, all as defined in the Declaration.

4. Article III of the Declaration is amended to read as follows:

"ARTICLE III  
Administration of Saddle Ridge

Section 3.01. Administration. Administration of Saddle Ridge shall be performed by Developer in good faith until the appointment by Developer of the Initial Board of Directors of the Association. After such appointment, administration of the Association shall be conducted in good faith by the Initial Board of Directors until a replacement Board of Directors shall be elected by the Members of the Association at a meeting duly constituted for such purpose. Developer shall create the Association and appoint the Initial Board of Directors on or before July 1, 1989. In addition, Developer shall assign to the Association the rights, powers, duties, and privileges associated with management of the Association, except as set forth herein, on or before such date. Developer shall cause the first meeting of the Members of the Association for purposes of electing a replacement Board of Directors to be held within sixty (60) days following the date of conveyance of a total of twenty-three (23) lots in Saddle Ridge to persons other than Developer. Such meeting shall be known as the "First Annual Meeting" of the Association.

Section 3.02. Enforcement; Administrative and Architectural Review Committee.

(a) The Administrative and Architectural Review Committee shall be exclusively responsible for the enforcement of the standards, covenants, and restrictions contained herein, and the performance of such other duties as may be set forth in the Articles of Incorporation, By-Laws, or resolutions of the Association. The Administrative and Architectural Review Committee shall consist of three (3) or fewer persons appointed by Developer, except that as of the

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date upon which Developer shall no longer own any of the Lots in Saddle Ridge, the power and authority to appoint such members of the Administrative and Architectural Review Committee shall immediately pass to the Board of Directors of the Association. Developer shall notify the Association in writing of the date upon which it no longer owns any Lots in Saddle Ridge.

(b) Prior to the commencement of construction of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including the construction of swimming pools and fences more than six (6) feet in height, a Lot Development Plan, including complete house building plans, shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days following the receipt thereof. In the event the Administrative and Architectural Review Committee shall fail to approve or disapprove such Lot Development Plan within fifteen (15) days following receipt thereof, such failure shall be deemed to be approval."

5. Section 4.01 is hereby amended by adding the following provisions:

"Developer shall retain the right to modify the Plat by correction or any other legal means filed with the Recorder of Marion County, Indiana, provided that such changes, modifications, or corrections shall be limited to the relocation of drainage and utility easements within Lots; provided, however, that no such correction shall be made by Developer with respect to any Lots not then owned by Developer unless such correction shall be consented to and approved in writing by the Owner of the affected Lot."

6. Section 4.02 of the Declaration is hereby amended to read as follows:

"4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not fewer than 2,500 square feet, if a one-story structure, or a ground floor area of not fewer than 1,500 square feet, if a structure of more than one story. In no event shall any Residence have a total floor area of fewer than 2,500 square feet."

7. A new Section 4.09 is hereby added to the Declaration as follows:

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MAR 21 1989

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"Section 4.09. Landscaping Features. Notwithstanding anything in the Plat of Saddle Ridge, the Declaration, or the Articles of Incorporation or By-Laws of the Association to the contrary, Developer hereby retains the right to construct and install such miscellaneous decorative walls, fences, gates, trees, shrubs, and other landscaping features ("Features") on one or more of Lots 7, 8, 9, 10, 11, 24, 26, 27, 28, and 29 and the Common Areas of Saddle Ridge as Developer shall deem reasonably appropriate for the purpose of enhancing the fair market value and marketability of such above-enumerated Lots; provided, however, that no such Features shall result in a material reduction of the fair market value of any Residence which may exist at the time of the construction and installation of such Features or any other Lot without the prior written consent of the Owner of the affected Residence or Lot. Any Feature placed upon the Common Area shall thereafter be deemed to be a part of the Common Area for all purposes."

8. Section 4.04 of the Declaration is hereby amended to read as follows:

"Section 4.04. Building Completion. Unless a delay shall be caused by strikes, war, court injunction, or Acts of God, the exterior of any Residence which shall be constructed upon any Lot shall be completed within one (1) year following the date of commencement of the building process. Failure to complete such Residence within such one (1) year period shall not constitute a reversion of title; however, in the event that such construction shall not be completed within such year, then the Association shall have the right to compel such completion and to recover damages, if any, by reason of the failure of such Owner to complete such Residence, all as more particularly set forth in Section 14.03 hereof and in the By-Laws of the Association."

9. Section 6.04 of the Declaration is hereby amended to read as follows:

"Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until such time as the real estate covered by the Road and rights-of-way depicted in the Plat shall be conveyed by Developer to the Association. Such conveyance shall be made free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. Commencing as of the First Annual Meeting of the Association, the Association shall maintain the Roads in good condition satisfactory for the purposes for which they were constructed and the Maintenance Costs thereof shall be paid pro-rata by all Owners of Lots with a driveway entrance on a Road. Developer shall convey such real estate prior to

MAR 31 1989

DEPT. METRO DEVELOPMENT

or within sixty (60) days following the date of the First Annual Meeting of the Association."

10. Section 7.02 of the Declaration is hereby amended to read as follows:

"Section 7.02. Off-Site Sewage Disposal Systems. Upon conveyance by Developer of a Lot which is connected or intended to be connected to an off-site absorption field located on one of the Tracts, Developer shall be deemed to have conveyed to the grantee the exclusive right to the use of that Tract for such absorption field."

11. Section 7.03 of the Declaration is amended to substitute "Article XII" for "Article XIII" at the end thereof.

12. Section 8.01 of the Declaration is hereby amended to add the following:

"Developer shall have the continuing right to amend the Drainage Plan and Drainage Permits for the Subdivision, provided that any such changes shall be in accordance with such corrections and relocations of drainage and utility easements as are described in Section 4.01 hereinabove and that no such changes in the Drainage Plan or Drainage Permit shall be made by Developer with respect to any Lots not then owned by Developer unless such changes shall be approved by and consented to in writing by the Owner of the affected Lot."

13. Section 8.03 of the Declaration is hereby amended to read as follows:

"Section 8.03. Maintenance of the Drainage System. Except as set forth hereinbelow, Developer shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the First Annual Meeting of the Association. Commencing as of the First Annual Meeting of the Association, the Association shall thereafter maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-Rata. Each Owner shall at all times be individually liable for the cost of maintenance of any part of the Drainage System located entirely upon his Lot which is devoted exclusively to drainage of his Lot and any part of the drainage system of his Lot."

14. Section 9.02 of the Declaration is hereby amended to read as follows:

"Section 9.02. Maintenance. Except for the absorption fields located within the Tracts, the maintenance of which shall be the responsibility of certain Owners, as provided in Section 7.02 hereof, Developer shall maintain the Common

MAR 31 1989

DEPT. METRO DEVELOPMENT

Area until the First Annual Meeting of the Association. As of the date of the First Annual Meeting of the Association, the Association shall commence maintenance of the Common Area and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which Residences have been constructed. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Common Area Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced."

15. Section 10.02 of the Declaration is hereby amended to read as follows:

"Section 10.02. Maintenance of Entry Way. Prior to the First Annual Meeting of the Association, Developer shall maintain the Entry Way. On and after said First Annual Meeting, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which construction of Residences shall have been commenced. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Entry Way Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated, or trimmed as reasonably required to maintain an attractive entrance to the Subdivision."

16. Section 11.01(a) of the Declaration is hereby amended by adding the following:

"Nothing contained herein shall restrict the right of Developer to correct or modify the Plat, the drainage plan, or the drainage permit for the Subdivision, as set forth in Sections 4.01 and 8.01 hereinabove."

17. Section 12.01 of the Declaration is hereby amended to include within the definition of "Assessments" such costs of maintenance or repair of a sewage disposal system as may be incurred by the Association pursuant to the exercise of its rights, powers, and privileges as described in Section 7.03 hereof.

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18. Article XIII of the Declaration is hereby amended to read as follows:

"ARTICLE XIII  
Amendments and Revisions

Section 13.01. Amendments Before First Annual Meeting. Developer hereby reserves the right to unilaterally amend and revise the standards, covenants, and restrictions contained in this Declaration during the period prior to the First Annual Meeting of the Association. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the amendment. Developer shall give notice in writing to such Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across, or over any Lot which Developer shall have previously conveyed except with the consent of the Owner of such Lot. Developer shall not have the right or authority to amend this Declaration to include additional real estate as part of the Subdivision without the prior written consent of seventy-five percent (75%) of all Owners entitled to vote.

Section 13.02. Amendments After First Annual Meeting. At any time after the First Annual Meeting of the Association, provisions herein contained may be amended by a vote of not less than sixty percent (60%) in the aggregate of votes of all Owners. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of such Owner. The Association shall give notice in writing to Owners of any amendments in the same manner as shall be required for the amendment of the By-Laws. The Association shall not have the right at any time by amendment of this Declaration, or otherwise (i) to grant or establish any easement through, across, or over any Lot except with the consent of the Owner of such Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; or (iii) to amend Article VII without the consent of HHC."

19. Section 14.03 of the Declaration is hereby amended to read as follows:

"Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer, the Initial Board of Directors, and/or the Administrative and Architectural Review Committee

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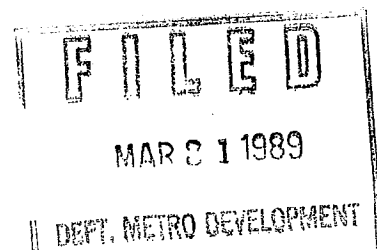
at any time prior to the First Annual Meeting of the Association (unless Developer shall have assigned or relinquished such authority and responsibility or assigned such authority and responsibility to a third party or the Association), or the Zoning Authority. On and after the First Annual Meeting, such rights and powers may not be exercised by the Initial Board of Directors or the Developer. Nothing contained herein shall be deemed to restrict the right of an individual Owner or group of Owners to act in their own behalf. Such enforcing parties may seek injunctive relief and/or damages; however, there shall be no rights of reversion or forfeiture of title resulting from any violations hereof. Notwithstanding the above, the Administrative and Architectural Review Committee shall retain the exclusive right to enforce the standards, covenants and restrictions set forth in Articles III and IV and Section 7.01(e) until the Developer shall no longer own any Lots."

Except as specifically set forth hereinabove, the terms, provisions, covenants, and conditions of the Declaration of Standards, Covenants and Restrictions for Saddle Ridge remain in full force and effect and unmodified.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Declaration of Standards, Covenants and Restrictions For Saddle Ridge to be executed as of the date first above written.

CROOKED STICK DEVELOPMENT  
CORPORATION

By: Guernsey Van Riper, Jr.  
President



STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF MARION    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the above and foregoing First Amendment of Declaration of Standards, Covenants and Restrictions for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 23rd day of March, 1989.

Signature: Jane E. Harrison  
(Notary Public)

Printed: Jane E. Harrison

My Commission Expires:

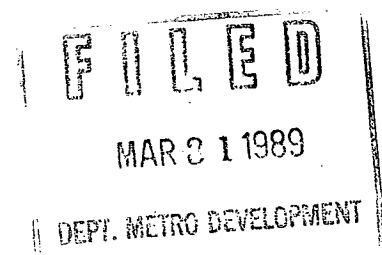
June 21, 1989

My County of Residence is:

Boone

This Instrument Prepared By:  
Philip C. Thrasher  
Krieg DeVault Alexander & Capehart  
2800 Indiana National Bank Tower  
One Indiana Square  
Indianapolis, Indiana 46204  
(317) 636-4341

PCT:363:pcm



89-88588

**RESTATED FIRST AMENDMENT OF  
DECLARATION OF STANDARDS, COVENANTS  
AND RESTRICTIONS FOR SADDLE RIDGE**

THIS FIRST AMENDMENT, made as of this 23rd day of March 1989, by CROOKED STICK DEVELOPMENT CORPORATION, an Indiana corporation having its principal offices at 1717 W. 86th Street, No. 190, Indianapolis, Indiana 46260 ("Developer"),

WITNESSETH THAT:

WHEREAS, Developer caused a certain Declaration of Standards, Covenants and Restrictions for Saddle Ridge to be executed on December 17, 1979 and recorded February 13, 1980 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 80-09482 ("Declaration");

WHEREAS, at Section 13.01 of said Declaration, Developer reserved the right to unilaterally amend and revise said Declaration during the period prior to the assignment of the responsibility for administration thereof to the Saddle Ridge Homeowners Association, Inc. ("Association"); and

WHEREAS, Developer has not assigned the responsibility for administration of the Declaration to the Association; and

WHEREAS, by Amendment recorded March 31, 1989, Developer amended such Declaration but such First Amended requires restatement to clarify certain ambiguities therein which are being clarified by this Restatement thereof;

WHEREAS, by Corporate Quitclaim Deed filed March 28, 1989, as Instrument No. 89-29296, Developer conveyed all of the real estate which was destined to be owned by the Association to the Association;

WHEREAS, the Saddle Ridge Homeowners Association, Inc., was incorporated on March 23, 1989, but has yet to hold its first meeting of directors;

WHEREAS, Developer desires to amend the Declaration in the manner set forth below;

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Wherever used in this Declaration, including subsection 1.02(m), the name of the "Planning Committee" is hereby changed to "Administrative and Architectural Review Committee."

2. Subsections 1.02(l) and 1.02(n) are hereby amended to read as follows:

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OF DEEDS  
J. L. LAUGHLIN

"(l) 'Owner' means all of the individuals, firms, partnerships, corporations, estates, trusts, or other legal entities who shall collectively hold legal and equitable title to a Lot. In the event that the equitable title to a Lot shall be conveyed, then the transferees thereof shall be deemed to be the 'Owner' at such time as they shall be entitled to possession of the Lot.

(n) 'Plat' means the Plat recorded February 13, 1980, as Instrument No. 80-09482, in the Office of the Recorder of Marion County, Indiana."

3. Developer shall have the right to create the Association by the adoption and filing of Articles of Incorporation and the subsequent adoption of By-Laws at the first meeting of the Initial Board of the Association at any time prior to December 31, 1989. At the option of Developer, Developer may defer until December 31, 1989, or may proceed on any prior date Developer in its discretion may determine with the (a) assignment of responsibility for administration of the Association and administration of the standards, covenants and restrictions contained in the Declaration; (b) conveyance of Common Area to the Association; (c) construction and maintenance of the private Roads, maintenance of the Drainage System, maintenance of the Common Area, and maintenance of the Entry Way; and (d) calculation and collection of Assessments, all as defined in the Declaration.

4. Article III of the Declaration is amended to read as follows:

"ARTICLE III  
Administration of Saddle Ridge

Section 3.01. Administration. Administration of Saddle Ridge shall be performed by Developer in good faith until the appointment by Developer of the Initial Board of Directors of the Association. After such appointment, administration of the Association shall be conducted in good faith by the Initial Board of Directors until a replacement Board of Directors shall be elected by the Members of the Association at a meeting duly constituted for such purpose. Developer shall create the Association and appoint the Initial Board of Directors on or before October 1, 1989. In addition, Developer shall assign to the Association the rights, powers, duties, and privileges associated with management of the Association, except as set forth herein, on or before December 31, 1989. Developer shall cause the first meeting of the Members of the Association for purposes of electing a replacement Board of Directors to be held no later than but in Developer's discretion at any time prior to sixty (60) days

following the date of conveyance of a total of twenty-three (23) lots in Saddle Ridge to persons other than Developer. Such meeting shall be known as the "First Annual Meeting" of the Association.

Section 3.02. Enforcement; Administrative and Architectural Review Committee.

(a) The Administrative and Architectural Review Committee shall be exclusively responsible for the enforcement of the standards, covenants, and restrictions contained herein, and the performance of such other duties as may be set forth in the Articles of Incorporation, By-Laws, or resolutions of the Association. The Administrative and Architectural Review Committee shall consist of three (3) or fewer persons appointed by Developer, except that as of the date upon which Developer shall no longer own any of the Lots in Saddle Ridge, the power and authority to appoint such members of the Administrative and Architectural Review Committee shall immediately pass to the Board of Directors of the Association. Developer shall notify the Association in writing of the date upon which it no longer owns any Lots in Saddle Ridge.

(b) Prior to the commencement of construction of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including the construction of swimming pools and fences more than six (6) feet in height, a Lot Development Plan, including complete house building plans, shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within fifteen (15) days following the receipt thereof. In the event the Administrative and Architectural Review Committee shall fail to approve or disapprove such Lot Development Plan within fifteen (15) days following receipt thereof, such failure shall be deemed to be approval."

5. Section 4.01 is hereby amended by adding the following provisions:

"Developer shall retain the right to modify the Plat by correction or any other legal means filed with the Recorder of Marion County, Indiana, provided that such changes, modifications, or corrections shall be limited to the relocation of drainage and utility easements within Lots; provided, however, that no such correction shall be made by Developer with respect to

any Lots not then owned by Developer unless such correction shall be consented to and approved in writing by the Owner of the affected Lot."

6. Section 4.02 of the Declaration is hereby amended to read as follows:

"4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a ground floor area of not fewer than 2,500 square feet, if a one-story structure, or a ground floor area of not fewer than 1,500 square feet, if a structure of more than one story. In no event shall any Residence have a total floor area of fewer than 2,500 square feet."

7. A new Section 4.09 is hereby added to the Declaration as follows:

"Section 4.09. Landscaping Features. Notwithstanding anything in the Plat of Saddle Ridge, the Declaration, or the Articles of Incorporation or By-Laws of the Association to the contrary, Developer hereby retains the right to construct and install such miscellaneous decorative walls, fences, gates, trees, shrubs, and other landscaping features ("Features") on one or more of Lots 7, 8, 9, 10, 11, 24, 26, 27, 28, and 29 and the Common Areas of Saddle Ridge as Developer shall deem reasonably appropriate for the purpose of enhancing the fair market value and marketability of such above-enumerated Lots; provided, however, that no such market value of any Residence which may exist at the time of the construction and installation of such Features or any other Lot without the prior written consent of the Owner of the affected Residence or Lot. Any Feature placed upon the Common Area shall thereafter be deemed to be a part of the Common Area for all purposes."

8. Section 4.04 of the Declaration is hereby amended to read as follows:

"Section 4.04. Building Completion. Unless a delay shall be caused by strikes, war, court injunction, or Acts of God, insolvency of the contractor, the exterior of any Residence which shall be constructed upon any Lot shall be completed within one (1) year following the date of commencement of the building process. Failure to complete such Residence within such one (1) year period shall not constitute a reversion of title; however, in the event that such construction shall not be completed within such year, then the Association shall have the right to compel such

completion and to recover damages, if any, by reason of the failure of such Owner to complete such Residence, all as more particularly set forth in Section 14.03 hereof and in the By-Laws of the Association."

9. Section 6.04 of the Declaration is hereby amended to read as follows:

"Section 6.04. Maintenance of Roads. Developer shall maintain the Roads in good condition satisfactory for the purpose for which they were constructed until such time as the real estate covered by the Road and rights-of-way depicted in the Plat shall be conveyed by Developer to the Association. Such conveyance shall be made free and clear of all liens and encumbrances except current taxes not delinquent and easements and restrictions of record. Commencing as of the First Annual Meeting of the Association, the Association shall maintain the Roads in good condition satisfactory for the purposes for which they were constructed and the Maintenance Costs hereof shall be paid pro-rata by all Owners of Lots with a driveway entrance on a Road. Developer shall convey such real estate prior to or within sixty (60) days following the date of the First Annual Meeting of the Association."

10. Section 7.02 of the Declaration is hereby amended to read as follows:

"Section 7.02. Off-site Sewage Disposal Systems. Upon conveyance by Developer of a Lot which is connected or intended to be connected to an off-site absorption field located on one of the Tracts, Developer shall be deemed to have conveyed to the grantee the exclusive right to the use of that Tract for such absorption field."

11. Section 7.03 of the Declaration is amended to substitute "Article XII" for "Article XIII" at the end thereof.

12. Section 8.01 of the Declaration is hereby amended to add the following:

"Developer shall have the continuing right to amend the Drainage Plan and Drainage Permits for the Subdivision, provided that any such changes shall be in accordance with such corrections and relocations of drainage and utility easements as are described in Section 4.01 hereinabove and that no such changes in the Drainage Plan or Drainage Permit shall be made by Developer with respect to any Lots not then owned by Developer unless such changes shall be approved by and consented to in writing by the Owner of the affected Lot."

13. Section 8.03 of the Declaration is hereby amended to read as follows:

"Section 8.03. Maintenance of the Drainage System. Except as set forth hereinbelow, Developer shall maintain the Drainage System in good condition satisfactory for the purpose for which it was constructed until the First Annual Meeting of the Association. Commencing as of the First Annual Meeting of the Association, the Association shall thereafter maintain the Drainage System and the Maintenance Costs thereof shall be paid by the Owners Pro-Rata. Each Owner shall at all times be individually liable for the cost of maintenance of any part of the Drainage System located entirely upon his Lot which is devoted exclusively to drainage of his Lot and any part of the drainage system of his Lot."

14. Section 9.02 of the Declaration is hereby amended to read as follows:

"Section 9.02. Maintenance. Except for the absorption fields located within the Tracts, the maintenance of which shall be the responsibility of certain Owners, as provided in Section 7.02 hereof, Developer shall maintain the Common Area until the First Annual Meeting of the Association. As of the date of the First Annual Meeting of the Association, the Association shall commence maintenance of the Common Area and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which Residences have been constructed. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Common Area Maintenance Cost reimbursement, the Owner of such Lot upon which such Residence shall have commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced."

15. Section 10.02 of the Declaration is hereby amended to read as follows:

"Section 10.02. Maintenance of Entry Way. Prior to the First Annual Meeting of the Association, Developer shall maintain the Entry Way. On and after said First Annual Meeting, the Association shall maintain the Entry Way and the Maintenance Costs thereof shall be paid pro-rata by the Owners of Lots upon which construction of Residences shall have been commenced. In the event that construction of a Residence shall be commenced on a date other than a date used for determination of Entry Way Maintenance Cost

reimbursement, the Owner of such Lot upon which such Residence shall have been commenced shall be responsible for his pro-rata share of such Maintenance Costs, allocated on the basis of the number of days remaining in such assessment period divided by the total number of days in such assessment period during which such Residence shall have been commenced. Grass, trees, shrubs and other plantings, if any, constituting a part of the Entry Way shall be kept neatly cut, cultivated, or trimmed as reasonably required to maintain an attractive entrance to the Subdivision.

16. Section 11.01(a) of the Declaration is hereby amended by adding the following:

"Nothing contained herein shall restrict the right of Developer to correct or modify the Plat, the drainage plan, or the drainage permit for the Subdivision, as set forth in Sections 4.01 and 8.01 hereinabove."

17. Section 12.01 of the Declaration is hereby amended to include within the definition of "Assessments" such costs of maintenance or repair of a sewage disposal system as may be incurred by the Association pursuant to the exercise of its rights, powers, and privileges as described in Section 7.03 hereof.

18. Article XIII of the Declaration is hereby amended to read as follows:

"ARTICLE XIII  
Amendments and Revisions

Section 13.01. Amendments Before First Annual Meeting. Developer hereby reserves the right to unilaterally amend and revise the standards, covenants, and restrictions contained in this Declaration during the period prior to the First Annual Meeting of the Association. Such amendments shall be in writing, executed by Developer, and recorded with the Recorder of Marion County, Indiana. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of Owners with respect to Lots conveyed to such Owners prior to the Owners of any amendments. Developer shall not have the right at any time by amendment of this Declaration or otherwise to grant or establish any easement through, across, or over any Lot which Developer shall have previously conveyed except with the consent of the Owner of such Lot. Developer shall not have the right or authority to amend this Declaration to include additional real estate as part of the Subdivision without the prior written consent of seventy-five percent (75%) of all Owners entitled to vote.

Section 13.02. Amendments After First Annual Meeting. At any time after the First Annual Meeting of the Association, provisions herein contained may be amended by a vote of not less than sixty percent (60%) in the aggregate of votes of all Owners. No such amendment, however, shall restrict or diminish the rights or increase or expand the obligations of an Owner with respect to a Lot conveyed to such Owner prior to the amendment without the consent of such Owner. The Association shall give notice in writing to Owners of any amendments in the same manner as shall be required for the amendment of the By-Laws. The Association shall not have the right at any time by amendment of this Declaration, or otherwise (i) to grant or establish any easement through, across, or over any Lot except with the consent of the Owner of such Lot; (ii) to amend the provisions of Section 7.02 without the consent of all Owners of Lots whose septic systems are connected to absorption fields located within the Tracts; or (iii) to amend Article VII without the consent of HHC."

19. Section 14.03 of the Declaration is hereby amended to read as follows:

"Section 14.03. Enforcement. The standards, covenants and restrictions contained in this Declaration may be enforced by Developer, the Initial Board of Directors, and/or the Administrative and Architectural Review Committee at any time prior to the First Annual Meeting of the Association (unless Developer shall have assigned or relinquished such authority and responsibility or assigned such authority and responsibility to a third party or the Association), or the Zoning Authority. On and after the First Annual Meeting, such rights and powers may not be exercised by the Initial Board of Directors or the Developer. Nothing contained herein shall be deemed to restrict the right of an individual Owner or group of Owners to act in their own behalf. Such enforcing parties may seek injunctive relief and/or damages; however, there shall be no rights of reversion or forfeiture of title resulting from any violations hereof. Notwithstanding the above, the Administrative and Architectural Review Committee shall retain the exclusive right to enforce the standards, covenants and restrictions set forth in Articles III and IV and Section 7.01(e) until the Developer shall no longer own any Lots."

Except as specifically set forth hereinabove, the terms, provisions, covenants, and conditions of the Declaration of Standards, Covenants and Restrictions for Saddle Ridge remain in full force and effect and unmodified.

IN WITNESS WHEREOF, Developer has caused this First Amendment of Declaration of Standards, Covenants and Restrictions For Saddle Ridge to be executed as of the date first above written.

CROOKED STICK DEVELOPMENT  
CORPORATION

By: Guernsey Van Riper Jr.  
Guernsey Van Riper, Jr.,  
President

STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF MARION    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Guernsey Van Riper, Jr., the President of Crooked Stick Development Corporation, an Indiana corporation, who acknowledged the execution of the above and foregoing First Amendment of Declaration of Standards, Covenants and Restrictions for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 7 day of September, 1989.

Signature: Angela N. NeFouse  
(Notary Public)

Printed: ANGELA N. NEFOUSE

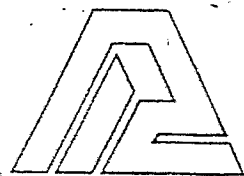
My Commission Expires:

August 20, 1993

My County of Residence is:

MARION

This Instrument Prepared By:  
William F. Landers  
Baker & Daniels  
300 North Meridian Street  
Suite 2700  
Indianapolis, Indiana 46204  
(317) 237-0300



PAUL L. CRIPPE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

Legal Description - Saddle Ridge  
Exhibit "A"

Part of the Southeast Quarter of Section 17, Township 17 North, Range 2  
East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 17, said point being also in the center line of West 86th Street; thence South 89 degrees 42 minutes 25 seconds West along the South line of said Quarter Section 150.00 feet; thence North 00 degrees 33 minutes 59 seconds West parallel to the East line of said Quarter Section 300.00 feet; thence South 89 degrees 42 minutes 25 seconds West 350.00 feet; thence South 00 degrees 33 minutes 59 seconds East parallel with the East line of said Quarter Section 229.50 feet to a point on a curve in the center line of West 86th Street, said point lies South 25 degrees 25 minutes 29 seconds West 716.205 feet from the radius point of said curve; thence Northwesterly along said curve to the right along the center line of West 86th Street 50.99 feet to the point of tangency of said curve which lies South 29 degrees 30 minutes 13 seconds West from said radius point; thence North 60 degrees 29 minutes 47 seconds West along said center line 202.15 feet to the Point of Curvature of a curve, the radius point of which lies South 29 degrees 30 minutes 13 seconds West 716.205 feet; thence along said curve to the left and along the center line of West 86th Street 425.60 feet to a point which lies North 04 degrees 32 minutes 38 seconds West from said radius point; thence North 04 degrees 32 minutes 38 seconds West 50.00 feet to a point on the right of way line of West 86th Street and Indiana Interstate Highway I-65; thence North 59 degrees 00 minutes 29 seconds West along the right of way line of said I-65 74.75 feet; thence North 40 degrees 28 minutes 47 seconds West along said I-65 right of way 200.25 feet; thence North 50 degrees 29 minutes 32 seconds West along said right of way 179.51 feet; thence North 37 degrees 37 minutes 02 seconds West along said right of way 225.00 feet; thence North 32 degrees 43 minutes 05 seconds West along said right of way 351.28 feet; thence North 34 degrees 10 minutes 51 seconds West along said right of way 697.16 feet; thence North 51 degrees 25 minutes 55 seconds West along said right of way 206.27 feet; thence North 09 degrees 00 minutes 23 seconds East along said right of way 414.85 feet; thence North 65 degrees 19 minutes 14 seconds East along said right of way 355.49 feet; thence North 20 degrees 17 minutes 20 seconds West along said right of way 284.89 feet to a point on the North line of said Quarter Section; thence North 89 degrees 50 minutes 08 seconds East along said North line 727.03 feet to the Northwest corner of the Northeast Quarter of said Southeast Quarter Section; thence South 01 degree 14 minutes 02 seconds West along the West line of said Quarter Section 481.35 feet; thence North 89 degrees 50 minutes 08 seconds East parallel with the North line of said Quarter 985.93 feet to the center line of Fishback Creek; thence South, Southwesterly, and Southeasterly along the center line of Fishback Creek to a point on the East line of said Southeast Quarter which point lies North 00 degrees 33 minutes 59 seconds West 248.28 feet from the Southeast corner of said Quarter Section; thence South 00 degrees 33 minutes 59 seconds East along said East line 248.28 feet to the Place of Beginning, containing 61.4 acres, more or less.



Cross Reference: Instrument Nos. 80-09482 and 89-88588

## **SECOND AMENDMENT OF DECLARATION OF STANDARDS, COVENANTS AND RESTRICTIONS FOR SADDLE RIDGE**

THIS AMENDMENT, is entered this 3 day of October 2006, amending the Declaration of Standards, Covenants and Restrictions for Saddle Ridge ("Declaration") recorded as instrument No. 80-9482 and the Restated First Amendment of Declaration of Standard, Covenants and Restrictions for Saddle Ridge ("Amended Declaration") recorded as Instrument No. 89-88588, both in the office of the Recorder of Marion county, Indiana:

### **WITNESSETH:**

WHEREAS, the Declarant, Saddle Ridge Homeowners' Association ("HOA") desires to amend certain provisions in the Declarations and Amended Declaration for the benefit of all of the lot owners; and

WHEREAS, at least 60% of all the lot owners in Saddle Ridge ("Development") have voted to further amend the Declaration and the Amended Declaration,

NOW THEREFORE, Declarant hereby amends such language as follows:

1. Sections 3.02 (b) shall read as follows: Prior to the commencement of constructions of any Residence upon a Lot and prior to any remodeling, alteration, or addition to a Residence upon a Lot, including in ground swimming pools, tennis courts, fences more than six (6) feet in height (as allowed in section 4.12), a Lot Development Plan, including complete house building plans, complete landscaping plans, and complete sidewalk, driveway, porches and deck plans shall be submitted to the Administrative and Architectural Review Committee, which shall either approve or disapprove the Lot Development Plan within (15) days following the receipt thereof. In the event the Administrative and Architectural Review committee shall fail to approve or disapprove such Lot Development plan within (15) days following receipt thereof, such failure shall be deemed to be approval.
2. Section 3.02(c) is hereby added as follows: Only custom builders, as defined by local custom and practice, shall be allowed to construct in the Development and such builder's name and address shall be submitted along with the Lot Development Plan to the Administrative and Architectural Review Committee.
3. Section 4.02. Size of Residence. No Residence may be constructed on any Lot unless such Residence, exclusive of open porches, attached garages and basements, shall have a usable ground floor area of not fewer than 2,600 square feet for a one-story structure (main floor at or above ground level), or a usable ground floor area of not fewer than 1,600 square feet for a structure of more than one-story (main floor is the first floor with other stories above the main

floor). In no event shall any residence have a total usable square footage area of fewer than 2,600 square feet.

4. Section 4.04 Building Completion. Shall be expanded to add the following language: Building completion shall include landscaping, drives, walk ways and all of the exterior of a finished house and lot appear completed and ready for occupancy and use.
5. Section 1.02(i) shall include a new subparagraph (vi): material plans shall include exterior finish, i.e. brick, stone, and exterior paint selection.
6. Section 4.10 Exterior Finish of Buildings is hereby added as follows: No residence shall be constructed with less than fifty percent (50%) of all elevations with brick or stone, exclusive of windows and doors. The remainder of the residence shall consist of wood siding. No vinyl siding, pressed wood or aluminum siding shall be allowed.
7. Section 4.11 Bond for Damage is hereby added as follows: Prior to construction of a residence, the builder shall post a bond in an amount to be determined by the HOA to ensure that any repairs to damaged roadways, common areas or adjacent property shall be completed.
8. Section 4.12 Fences is hereby added as follows: Except around a in ground pool or tennis court, no fence may be constructed on any lot. All fencing for pets shall be invisible and buried underground.
9. Section 5.09 Maintenance of Lots and Improvements is hereby added as follows: The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:
  - (i) Mow the lot as such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
  - (ii) Remove all debris or rubbish.
  - (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
  - (iv) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event the owner violates the maintenance provision above, the Owner may be fined the sum of \$100.00 after thirty (30) days notice by the HOA. If the HOA elects to provide the necessary maintenance, then the Owner must pay two (2) times the amount of the cost of such maintenance to the HOA.

10. Section 6.05 Parking Prohibition is amended to add the following sentence: No Owner shall operate a home occupation which results in additional parking and traffic in the development and/or allows parking on the roads or rights of way in the Development.

EXECUTED on the day and date first written above.

SADDLE RIDGE HOMEOWNERS ASSOCIATION

By: Andrea Kriech  
President

Printed: Andrea Kriech

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and state, personally appeared Andrea Kriech, President of Saddle Ridge Homeowners Association, who acknowledged the execution of the foregoing Second Amendment to Declaration of Standards, Covenants and Restrictions for and on behalf of that corporation.

Witness my hand and seal this 3<sup>rd</sup> day of October, 2006.

My Commission Expires: Nov. 7, 2009 Carolyn K Clark  
Signature

My Commission Expires: Nov. 7, 2009 CARALYN K CLARK  
Printed

CARALYN K. CLARK  
Notary Public, State of Indiana  
Marion County  
My Commission Exp. Nov. 7, 2009

NOTARY PUBLIC

This instrument was prepared by Stephen D. Mears, Attorney at Law,  
8395 Keystone Crossing, Suite 104, Indianapolis, Indiana 46820